Harvey v. *G. N. R. Co.*, 50 Minn. 405, 52 N. W. 905, 17 L. R. A. 84; *Wyeth Mfg. & Hdw. Co.* v. *Lang & Co.*, 127 Mo. 242, 29 S. W. 1012, 27 L. R. A. 651, 48 Am. St. Rep. 626; *So. Pac. R. Co.* v. *Lyon & Co.*, 99 Miss. 186, 54 So. 728, Ann. Cases 1913 D 800, overruling, *Ill. Cent. R. Co.* v. *Smith, supra.* And this is true even to the extent of applying the exemption laws of the forum. *C. R. I. & P. R. Co.* v. *Sturm*, 174 U. S. 710, 19 Sup. Ct. 797, 43 L. Ed. 1144. A distinction may, however, be noted between situs for the purpose of jurisdiction and situs for the purpose of determining the rights of the parties. In the latter case considerations of justic and public policy would seem to enjoin on the courts an attention to the situs of a debt. which may be wholly disregarded where the question is merely one of power. ROOD, GARNISHMENT, Art. 246; *Mason* v. *Beebe*, 44 Fed. 556.

INSURANCE—EFFECT OF TEMPORARY BREACH OF VACANCY CLAUSE.—A fire insurance policy provided that the whole should be void if the premises should become vacant and remain so for more than 30 days without the consent of the insurer in writing. The premises were allowed to become vacant for more than 30 days but were reoccupied before the fire. *Held,* the vacancy worked a forfeiture of the policy and not merely a suspension of the risk, and the subsequent reoccupancy did not revive the insurance. *Dolliver* v. *Granite State Fire Insurance Co.* (Me. 1913), 89 Atl. 8.

The case is one of first impression under the Maine standard form of fire insurance policy. The particular clause in question follows the wording of the Massachusetts standard policy and is almost identical with that used in the New York standard form. Vacancy for more than a specified time is one of a number of conditions, the breach of which, most policies declare, will render the insurance void. But the authorities are in conflict upon the question of the effect of a temporary breach of these conditions which is not a contributing cause of the loss. *Sumter Tobacco Warehouse Co.* v. *Phoenix Ins. Co.*, 76 S. C. 76, 56 S. E. 654, 10 L. R. A. (N. S.) 736, holds that a temporary increase in risk, which has terminated before the fire and is not one of its causes, merely suspends the policy. But see *Kyte* v. *Commercial Union Assur. Co.*, 149 Mass. 116, 29 N. E. 361, 3 L. R. A. 508, where it is held that the insurance was rendered void. The same difference of opinion exists as to the effect of the condition as to incumbrances. See *German American Ins. Co.* v. *Humphrey*, 62 Ark. 348, 35 S. W. 428, 54 Am. St. Rep. 297, holding the policy forfeited by reason of a temporary breach of such a conditions, and *Bern* v. *Home Ins. Co.*, 110 Iowa 379, 81 N. W. 676, 80 Am. St. Rep. 300, holding it merely suspended. For condition as to other insurance see *Obermeyer* v. *Glove Mut. Ins. Co.*, 43 Mo. 573, contra, *Georgia Home Ins. Co.* v. *Rosenfield*, 95 Fed. 358; and as to an unauthorized use of the premises see *Concordia Fire Ins. Co.* v. *Johnson*, 45 Pac. 722, contra, *Kircher* v. *Milwaukee Mechanics Mutual Ins. Co.*, 74 Wis. 470, 43 N. W. 487, 5 L. R. A. 779. It is remarkable that although in most policies the same clause avoids the insurance for the breach of all of these conditions the decisions in some states differ as to its effect in the case of different conditions. The authorities are divided upon the question of the effect of a

temporary breach of the vacancy clause as in the case of the other conditions. The principal case contains a thorough review of the decisions upon the subject. The majority of the decisions hold with the principal case that even a temporary breach renders the policy void. *German Ins. Co.* v. *Russel,* 65 Kan. 373, 69 Pac. 345, 58 L. R. A. 234; *Hardiman* v. *Fire Ass'n.,* 212 Pa. 383, 61 Atl. 990. On the other hand a number of decisions hold that a temporary vacancy only suspends the policy during the vacancy and that it is revived by reoccupancy, *Ins. Co. of N. A.* v. *Garland,* 108 Ill. 220; *Phoenix Ins. Co.* v. *Burton,* 39 S. W. 319; *Ins. Co. of N. A.* v. *Pitts,* 88 Miss. 587, 41 So. 5, 7 L. R. A. N. S. 627. These decisions seem to ignore the plain words of the contract, which in terms renders the whole insurance void. As is pointed out in the principal case some of these decisions are based upon the authority of old cases arising under policies containing entirely different stipulations, the courts having followed them at the expense of the express provisions of the modern contracts. For a further discussion of the subject see notes to 10 L. R. A. (N. S.) 737, and 28 L. R. A. (N. S.) 593.

INSURANCE—INSURABLE INTEREST OF A CORPORATION IN THE LIFE OF AN OFFICER.—The insured was president, general manager, and the principal incorporator the plaintiff company. By agreement he insured his life in the defendant company for the benefit of the plaintiff corporation, the policy stating that the interest of the beneficiary was the "loss of service in the event of death." The first and all subsequent premiums were paid by the plaintiff company. *Held,* the contract was not ultra vires on the part of the plaintiff corporation, and the contract of insurance was not obnoxious to public policy as the plaintiff had an insurable interest in the life of the insured. *Mutual Life Ins. Co. of New York* v. *Board, Armstrong & Co. Corporation* (Va. 1914), 80 S. E. 565.

Although this form of life insurance is not uncommon the question of its validity has not often been before the courts. Life insurance is not a contract of indemnity merely, but a contract to pay the beneficiary a certain sum of money in the event of death. *Howe* v. *Griffin,* 126 Ky. 373, 103 S. W. 714, 128 Am. St. Rep. 296 and note. Any reasonable expectation of pecuniary benefit from the continued life of another creates an insurable interest in such life. The essential thing is that the policy shall be obtained in good faith and not for the purpose of speculating upon a life in which the assured has no interest. *Mutual Life Ins. Co.* v. *Schaefer,* 94 U. S. 457, 24 L. Ed. 251. Applying this principle it has been held that a co-partnership has an insurable interest in the life of one of the partners. *Rahedus et al.* v. *Peoples Bank of Minneapolis,* 113 Minn. 496, 130 N. W. 16, Ann. Cas. 1912 A 299. But see *Powell* v. *Dewey,* 123 N. C. 103, 31 S. E. 381, 68 Am. St. Rep. 818, where the contrary was held. The decisions on the subject of insurance by a corporation upon the life of an officer have usually involved two questions: first, the insurable interest of a corporation in the life of an officer or principal stockholder; second, the power of a corporation to enter into such a contract. On the first question it was held in *Mechanics*